

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Rochester,

Debtor.

Case No.: 19-20905

Chapter 11

The Diocese of Rochester,

Plaintiff,

Adv. Proc. No.: 19-02021

v.

The Continental Insurance Company, *et al.*,¹

Defendants.

**STIPULATION DISMISSING ADVERSARY COMPLAINT AS TO LONDON MARKET
INSURERS ONLY WITHOUT PREJUDICE**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), it is hereby stipulated and agreed, by and among (i) the Diocese of Rochester, plaintiff in the above-captioned adversary proceeding (“Adversary Proceeding”), acting by and through its counsel, (ii) Certain Underwriters at Lloyd’s, London, Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Company Ltd), RiverStone Insurance (UK) Limited (as successor in interest to Terra Nova Insurance Company Ltd and as successor in interest to Sphere Drake Insurance Ltd), Sompo Japan Nipponkoa Insurance Company of Europe Limited (formerly known as The Yasuda Fire & Marine Insurance Company), and Dominion Insurance Company Ltd., who subscribed, severally and not jointly as their interests appear, to Package, Excess Broadform, and other Policies

¹ The Caption has been abbreviated pursuant to Federal Rule of Civil Procedure 10 and Federal Rule of Bankruptcy Procedure 7010. The full caption in this adversary proceeding is set forth in the Adversary Complaint found at Ins. Adv. Docket No. 1.

providing insurance to the Diocese and parishes and other entities related to the Diocese (collectively, “London Market Insurers”)², acting by and through their counsel, and (iii) the Official Committee of Unsecured Creditors, acting by and through its undersigned counsel, that:

1. The Complaint filed in the Adversary Proceeding on November 14, 2019 (Doc. 1) (the “Complaint”) shall be dismissed without prejudice and without costs as to the London Market Insurers effective immediately;

2. The Complaint shall also be dismissed without prejudice and without costs as to the misnamed defendants Markel International Insurance Company Limited (“Markel”) and Tenecom Limited (“Tenecom”) effective immediately;

3. This Stipulation is applicable only to Markel, Tenecom, and the undersigned parties, and all parties shall bear their own costs.

STIPULATED AND AGREED TO MAY 16, 2023 BY:

DIOCESE OF ROCHESTER

/s/ Stephen A. Donato

Steven A. Donato, Esq.
Charles J. Sullivan, Esq.
BOND, SCHOENECK & KING PLLC
One Lincoln Center
Syracuse, New York 13202
T: (315) 218-8336
E: sdonato@bsk.com
E: csullivan@bsk.com

² Markel International Insurance Company and Tenecom Limited are misnamed as defendants in the Adversary Proceeding. RiverStone Insurance (UK) was the successor in interest to Markel International Insurance Company Limited (formerly Terra Nova Insurance Company Limited) under the terms of Part VII Financial Services and Markets Act 2000 with effect from 31 March 2017. Further, The Yasuda Fire & Marine Insurance Company (“Yasuda”) was formerly known as Tenecom Limited and on 1 July 2002 Yasuda merged into Sompo Japan Insurance Inc.

James R. Murray, Esq.
James S. Carter, Esq.
BLANK ROME LLP
1825 Eye Street NW
Washington, DC 20006
T: (202) 420-3409
E: jim.murray@blankrome.com
E: james.carter@blankrome.com

LONDON MARKET INSURERS

/s/ Catalina J. Sugayan
Catalina J. Sugayan
Matthew J. Obiala
CLYDE & CO US LLP
55 West Monroe, Suite 3000
Chicago, Illinois 60603
T: (312) 635-7000
E: catalina.sugayan@clydeco.us
E: matt.obiala@clydeco.us

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

/s/ Ilan D. Scharf
James I. Stang
Ilan D. Scharf
PACHULSKI STANG ZIEHL & JONES LLP
780 Third Avenue, 34th Floor
New York, NY 10017
T: (212) 561-7700
E: jstang@pszjlaw.com
E: ischarf@pszjlaw.com